



November 16, 2012

**VIA FACSIMILE (202-273-4270) AND ELECTRONIC FILING**

National Labor Relations Board  
Office of the Executive Secretary  
**Attn: Ms. Farah Z. Qureshi**  
1099 14<sup>th</sup> Street, N.W.  
Washington, DC 20570

Re: *ChimeOn, Inc. (d/b/a GoodChime!), VitalSpring Technologies, Inc.*  
Case No. 31-CA-078292

Dear Ms. Qureshi:

Our firm represents ChimeOn, Inc. (d/b/a GoodChime!) and VitalSpring Technologies, Inc. (collectively "Respondents"). Pursuant to Section 102.24(b) of the Rules and Regulations of the National Labor Relations Board, please find enclosed Respondents' Motion to Dismiss and Memorandum in Support of Respondents' Motion to Dismiss.

Should you have questions, please do not hesitate to contact me at: 703-663-8183.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Sara Dajani', with a stylized flourish at the end.

Sara Dajani, Esq.

ChimeOn, Inc. d/b/a/ GoodChime! and  
VitalSpring Technologies, Inc.,  
  
and  
  
Tammy Searle, an Individual.

furtherance of any collective endeavor or in an effort to mobilize other GoodChime employees who were similarly situated. Instead, her complaints were directed at making sure her paycheck was received on time, and were not intended to induce group activity or her acting on behalf of other employees. Further, Searle was an at-will employee, and GoodChime did not discharge her for any reason other than the relocation of her position to Virginia where GoodChime is based. Searle's termination was not retaliatory, and as such, GoodChime did not violate Section 8(a)(1) of the NLRA.

### **FACTUAL BACKGROUND**

Searle began her employment with GoodChime, based in McLean, Virginia, on September 6, 2011 in the position of Director of Foundation Development, pursuant to a written employment agreement. See Employment Agreement, attached as **Exhibit A**. Searle worked remotely from her home in California. On October 3, 2011, Searle received a Performance Correction Notice, detailing among other personnel violations, Searle's failure to perform tasks assigned to her to a standard commensurate with her Director-level status. See Performance Correction Notice, attached as **Exhibit B**. As a result, Searle's position was changed from Director of Foundation Development to a member of GoodChime's Product and Marketing Team, and her supervisor was changed from John Cox, who is no longer with GoodChime, to Warren Smith. The actions taken by GoodChime on October 3, 2011 were necessary to correct Searle's performance deficiencies noted by the GoodChime managerial staff.

GoodChime has e-mails in which Searle asks for an update regarding payroll and/or complains about not receiving payroll on September 27, 2011, October 28, 2011, December 2, 2011, December 5, 2011, and December 12, 2011. See E-mails Related to Payroll, attached as **Exhibit C**.

On December 8, 2011, Dr. Sreedhar Potarazu, President and CEO of GoodChime, and Sheryl Thorpe, Controller for GoodChime, terminated Searle by telephone. An in-person termination was not possible due to Searle's remote working arrangement. The termination was based on GoodChime's business decision to obtain a local, non-remote employee for Searle's position to work in McLean, Virginia. This information was conveyed to Searle in the phone conversation and was sent to her by email. See Termination E-mails, attached as **Exhibit D**. In addition, Searle's termination was documented in a letter to Searle by Warren Smith. See **Exhibit D**.

GoodChime has suffered greatly due to Searle's unprofessional actions in disparaging the company. On December 12, 2011, GoodChime sent Searle a cease and desist letter due to her communications of GoodChime proprietary information to third parties, in direct violation of her agreement with GoodChime. See Agreement and Letter, attached as **Exhibit E**.

### **ARGUMENT**

**A. Searle's Claims Against VitalSpring Must be Dismissed because VitalSpring and GoodChime do not constitute a single-integrated business enterprise and single employer within the meaning of the NLRA.**

In its Complaint, the Board alleges that GoodChime and VitalSpring constitute a single-integrated business enterprise and a single employer within the meaning of the NLRA for the purposes of Searle's case. The NLRB's single employer claim is erroneous because at all relevant times during her employment, Searle was employed exclusively by GoodChime, and entered into her Employment Agreement exclusively with GoodChime, and not VitalSpring. Thus, VitalSpring was not Searle's employer and should not be a party to the Complaint.

Moreover, the two entities should be regarded as separate under the four-part single-employer balancing test outlined in Shane Steel Processing, Inc., 353 NLRB No. 58, \*1 (2008). The Board considers four factors in determining single-employer status: (1) interrelation of operations; (2) common management; (3) centralized control of labor relations; and (4) common ownership. Id. No one factor is controlling. RBE Electronics of S.D., Inc., 320 NLRB No. 8, \*1 (1995). However, the Board has held that the first three factors are more critical than the last, and, further, that centralized control of labor relations is of particular importance because it tends to demonstrate “operational integration.” Id.

First, with the exception of shared office space, Sreedhar Potarazu’s CEO position with both entities, and Sheryl Thorpe’s part-time role for both entities, the business operations of GoodChime and VitalSpring are separate. While both entities are related to health and wellness, they have distinct business purposes. VitalSpring was formed in 1999 to provide enterprise technology solutions to large employers so that they may better manager and control healthcare costs and quality. Meanwhile, GoodChime was formed in 2011 as a social media platform and leverages celebrity branding to engage consumers in better managing their health.

Second, with the exception of Sreedhar Potarazu’s CEO position with both entities, GoodChime and VitalSpring do not share common management. VitalSpring has a Chief Operating Officer (“COO”), Kevin Sherlock, who manages daily activities. GoodChime has a General Manager, Warren Smith, who manages daily activities.

As for the centralized control of labor relations, GoodChime and VitalSpring do not share a common labor relations policy and each entity has its own employee handbook. Further, with the exception of Sreedhar Potarazu’s supervisory role in both entities, there is no sharing among the GoodChime and VitalSpring of responsibility for determining matters governing the terms

and conditions of employment. Kevin Sherlock, VitalSpring's COO, manages these matters for VitalSpring, while Warren Smith, GoodChime's General Manager, manages these matters for GoodChime. In addition, Sheryl Thorpe serves in an administrative capacity with regard to employment matters for GoodChime. Finally, as stated above, Sreedhar Potarazu and Sheryl Thorpe are the only employees that overlap between the two entities.

Fourth, GoodChime and VitalSpring are not commonly owned. Ownership of GoodChime's voting stock is split between VitalSpring Holdings LLC, which owns 52%, and Genysys, LLC, which owns 48%. In addition, GoodChime's non-voting stock is split among thirty other individuals. VitalSpring is owned by Sreedhar Potarazu, who owns 8.4%, Genysys, LLC, which owns 3.2%, several Potarazu Family Trusts, which own approximately 2%, and 350 other individual owners, none of which own more than 5% of VitalSpring.

In sum, based on the Board's analytical framework for determining single employer status, GoodChime and VitalSpring should be regarded as separate. As such, the Board's Complaint against VitalSpring should be dismissed because Searle was exclusively employed by GoodChime.

**B. Searle's Claims Must be Dismissed Because they Fail to State a Claim of an Unfair Labor Practice Under Section 8(a)(1) of the NLRA.**

The Complaint fails to allege facts sufficient to state a claim upon which relief may be granted. Searle did not engage in concerted activities with other employees for the purpose of mutual aid or protection, as protected by Section 7 of the NLRA. Moreover, Respondents did not interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7 in violation of Section 8(a)(1) of the NLRA.

**1. Searle's Complaints Were Unilateral Complaints Not Intended to Induce Group Activity and Searle Was Not Acting On Behalf of Other Employees, thus Searle's Complaints Are Not Considered Protected Concerted Activity.**

Searle did not engage in concerted activities with other employees for the purpose of mutual aid or protection, as protected by Section 7 of the NLRA. Section 7 of the NLRA provides that “[e]mployees shall have the right to...join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.” 29 U.S.C. § 157. Individuals may unilaterally participate in concerted activities in two narrow situations: (1) when the lone employee intends to induce group activity, and (2) when the employee acts as a representative of at least one other employee. N.L.R.B. v. City Disposal Systems, Inc., 465 U.S. 822, 831 (1984).

In Searle’s case, her complaints regarding GoodChime’s late paychecks were not in furtherance of any collective endeavor or in an effort to mobilize the other GoodChime employees who were similarly situated. Instead, all of Searle’s complaints were directed at making sure her paycheck was received on time, and were not intended to induce group activity or her acting on behalf of other employees. Even a cursory review of Searle’s emails complaining of late paychecks demonstrate that her complaints do not fall within the ambit of NLRA concerted activity. See Exhibit C. Thus, Searle did not engage in protected concerted activity, and the NLRB’s attempts to broaden its jurisdictional reach beyond the NLRA should be discouraged.

**2. Searle’s Termination was Non-Retaliatory and Due to her Position’s Relocation to Virginia.**

Respondents did not interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7 of the NLRA in violation of Section 8(a)(1) of the NLRA. Searle was an at-will employee, and GoodChime did not discharge Searle for any reason other than the

relocation of her position to Virginia where GoodChime is based. Searle's termination was not retaliatory, and as such, GoodChime did not violate Section 8(a)(1) of the NLRA.

GoodChime maintains a strict policy of at-will employment, which is outlined in the GoodChime Employee handbook. The GoodChime Employee Handbook states that no changes will occur to "our employment-at-will policy permitting you or GoodChime to end our relationship for any reason at any time," and additionally states that "GoodChime may terminate the employment relationship at will at any time, with or without notice or cause." See Employee Handbook, p. 3-5, attached as **Exhibit F**.

Moreover, Virginia law applies to Searle's employment, pursuant to her Employment Agreement. See Employment Agreement, § 17, **Exhibit A**. The Supreme Court of Virginia has upheld the doctrine of at-will employment in countless instances. See County of Giles v. Wines, 546 S.E.2d 721, 723 (2001); Dray v. New Market Poultry Products, 518 S.E.2d 312, 313 (1999); Bailey v. Scott-Gallaher, Inc., 480 S.E.2d 502, 503 (1997); Doss v. Jamco, Inc., 492 S.E.2d 441, 443 (1997); Lawrence Chrysler Plymouth Corp. v. Brooks, 465 S.E.2d 806, 808 (1996).

In Progress Printing Co. v. Nichols, the Supreme Court of Virginia determined that an employee could be terminated at any time without cause by virtue of the employee having signed an employment agreement containing an at-will provision, despite the fact that the company's Employee Handbook represented that the company would not terminate an employee "without just cause." 421 S.E.2d 428, 429 (1992). While the plaintiff in Progress Printing had the Employee Handbook language in his favor and was still found to be terminable at will, Searle's case presents no evidence of any kind that suggests she was not terminable by GoodChime at will. Thus, in accordance with Virginia law, GoodChime could have terminated Searle at any time.



Further, GoodChime terminated Searle's at-will employment for a legitimate and lawful reason, namely, due to her position's relocation to Virginia, as explained to Searle in her termination phone call and in a follow-up email to her. Searle's position relocation to Virginia was part of GoodChime's company-wide effort to have all employees work from the McLean, Virginia office, as evidenced by Sreedhar Potarazu's January 11, 2012 e-mail in which he expresses concern that GoodChime "has become a virtual operation." See E-Mail Regarding Remote Employees, attached as **Exhibit G**. Thus, even if this matter was adjudicated in a jurisdiction requiring just cause for termination, Searle's case would still fail. Her declining job performance and patent violation of her employment agreement, by, *inter alia*, maintaining outside employment, would be grounds for termination in any jurisdiction. Searle's contract with GoodChime states as follows: "during your employment with GoodChime you agree to devote all of your professional time and effort to GoodChime business and refrain from professional practices outside of GoodChime." See Employment Agreement, p.1, **Exhibit A**. By promoting her personal business "Tammy and Friends, LLC," Searle unquestionably violated her contract. However, in accordance with Virginia law, we need not argue the merits of whether just cause for termination existed; Virginia's presumption in favor of at-will employment dictates that GoodChime could have terminated Searle at any time.

Based on the foregoing, Searle did not engage in concerted activities with other employees for the purpose of mutual aid or protection, as protected by Section 7 of the NLRA, nor did GoodChime interfere with, restrain, or coerce employees in the exercise of their Section 7 rights in violation of Section 8(a)(1) of the NLRA. As such, the Complaint fails to state a claim of an unfair labor practice and as such should be dismissed.

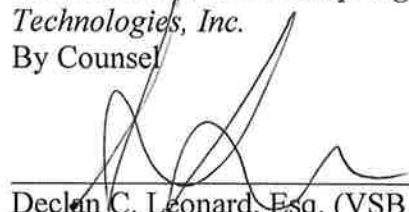
## CONCLUSION

For the foregoing reasons, Respondents respectfully request that all claims against them be dismissed with prejudice, and for such other relief as the Board deems appropriate.

Dated: November 16, 2012

Respectfully submitted,

*ChimeOn, Inc. and VitalSpring  
Technologies, Inc.*  
By Counsel



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(703) 760-0402 (telephone)  
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dleonard@berenzweiglawn.com  
sdajani@berenzweiglawn.com  
*Counsel for ChimeOn Inc. and  
VitalSpring Technologies, Inc.*

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 31

ChimeOn, Inc. d/b/a/ GoodChime! and  
VitalSpring Technologies, Inc.,

and

Tammy Searle, an Individual.

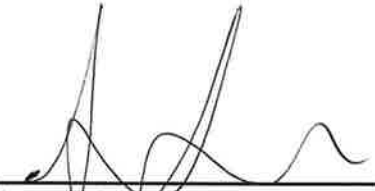
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**CERTIFICATE OF SERVICE**

I hereby certify that on this 16<sup>th</sup> day of November 2012, I electronically filed and faxed the foregoing with the National Labor Relations Board, and I sent a copy of the foregoing by first-class mail to the following party:

Tammy Searle  
4607 Lakeview Canyon Rd., #326  
Westlake Village, CA 91361-4028

  
\_\_\_\_\_  
Sara Dajani  
*Counsel for ChimeOn Inc. and  
VitalSpring Technologies, Inc.*

**Exhibit A**  
**Employment Agreement**



August 25, 2011

Tammy Searle  
~~4707 Lakeview Canyon Rd.~~  
Westlake Village, CA. 91361

4607 Lakeview Canyon Road #326

Dear Tammy:

On behalf of ChimeOn, I am pleased to offer you the position of Director National Foundation reporting to John T. Cox, Vice President Business Development. This is a regular full-time position. Following are the details of the offer:

Hire Date: September 6, 2011

Annualized Base Salary: This is a salaried exempt position, and your gross base salary will be \$2,692.31 bi-weekly (equivalent to \$70,000 if annualized).

Variable Compensation Plan: Your variable compensation plan is attached.

Expense Reimbursement: You will be reimbursed \$100 per month for telecom pursuant to submission of a monthly expense reimbursement request form. You will receive a company-provided laptop which will remain the property of ChimeOn.

Time Off: You will be eligible for a maximum of 20 days of paid time off accrued at a rate of 6.15 per pay period. Time off must be accrued before it can be taken. Your accrued paid time off is yours to use for personal, vacation, illnesses or other needs consistent with our PTO policy. In addition to the 20 days of paid time off, you will be eligible for the paid holidays listed on the summary of benefits.

Health Benefits: You will be eligible to participate in the health benefits offered by the company to its full time employees working 30 hours per week minimum. Please refer to the summary of benefits for details on premiums for each of the plans offered. Health benefits are effective on the first day of the month following or coinciding with your hire date or October 1, 2011.

During your employment with ChimeOn you agree to devote all of your professional time and effort to ChimeOn business and refrain from professional practices outside of ChimeOn. You or ChimeOn may terminate your employment at any time and for any reason with or without cause. The terms of this compensation package will be reviewed on an annual basis.



On

ChimeOn's Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement and the Handbook Acknowledgment Form must be signed and returned to ChimeOn on your first day of employment. Acceptance and signature of these documents are a condition of employment.

You hereby represent to ChimeOn that you are under no obligation or agreement that would prevent you from becoming an employee of ChimeOn or adversely impacting your ability to perform the expected services under this agreement.

This offer is contingent upon the successful completion of a reference and background check.

On behalf of the entire ChimeOn management team, we look forward to having you join our team and working with you in the near future.

Sincerely,  
ChimeOn

Raquel J. Paulo, SPHR  
Human Resources Manager

Acknowledged and Accepted

Date

Tammy Searle

8-25-11



On

Variable Comp Plan for Tammy Searle, Director National Foundation  
Period: For the 12 months ending 8/31/2012

Employee variable comp will be comprised of two elements:

1. **Association/Foundation Business Development.** A bonus for signature of a contract with a health-related charity or professional association (Account) to participate in ChimeOn in some material way that reaches their donor base or membership. Bonuses are paid in three parts: 30% at contract signature; 30% upon successful launch of the campaign; 40% based on successful conversion of followers, celebs, and merchant. Bonus amount will range from \$2,000 to \$15,000 at ChimeOn's discretion based on the following factors:
  - a. Size of the population reached by the Account
  - b. Relevance of the Account to targeted ChimeOn demographics and health issues.
  - c. Caliber and number of celebrities brought to ChimeOn by the Account, if any.
  - d. Value of corporate relationships brought to ChimeOn by the account, if any.Other bonuses may be paid for relationships you develop with relevant organizations such as film studios that participate in ChimeOn or become a nexus for Business Development activity.
2. **Recruitment of Celebrities.** Your primary focus must be Associations/Foundations, and closing celebrities must not interfere with reaching your Business Development goals. A onetime bonus will be paid for Celebrities you recruit to have a presence on ChimeOn. During the first 30 days of your employment, these amounts will be doubled for any approved ChimeOn celebrity target.
  - \$5,000 for any A-list celeb
  - \$3,000 for any B-List celeb
  - \$1,500 for any C-List celeb

Total Earnings Objectives are as follows:

1. Base Salary: \$70,000
2. Account Closing Bonuses: Major Accounts (3): \$45,000
3. Account Closing Bonuses: Other Accounts (10): \$50,000
4. Celebrity recruitment: \$15,000
5. Total: \$180,000

Acknowledged and Accepted:

Tammy Searle

Date

8-25-11

## **Exhibit B**

# **Performance Correction Notice**



John T. Cox jtc Cox@chimeon.com

10/3/11

to Tammy, Raquel.Paulo, warren.smith

Dear Ms. Searle,

As we have discussed over the past two weeks, I have some significant concerns about your progress in your role as Director of Foundation Development. I have documented these concerns in the attached. After reviewing these issues with Raquel and Warren, we have come to the conclusion that it is best to transfer your reporting relationship to Warren effective immediately. He will provide you with a new set of duties and objectives. Warren will be in contact with you to discuss further.

Thank you.

## PERFORMANCE CORRECTION NOTICE

Today's Date: 10/03/2011

<b>Name / Job Title:</b> Tammy Searle / Director Foundation Development	<b>Supervisor:</b> John Cox
<b>Disciplinary Level:</b> <input type="checkbox"/> Verbal Warning <input checked="" type="checkbox"/> Written Warning <input type="checkbox"/> Final Written Warning	<b>Subject:</b> <input type="checkbox"/> Policy/Procedure <input checked="" type="checkbox"/> Performance <input checked="" type="checkbox"/> Behavior/Conduct <input type="checkbox"/> Absenteeism and Tardiness <input type="checkbox"/> Other _____
<b>Prior Notifications</b>	
Has the employee been previously counseled or disciplined for the same or similar infractions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If so, When? Phone Conversations on 9/22/2011 and 09/30/2011 Is there any documentation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>Incident Description and Supporting Details</b>	
<p>Since your date of hire, you have not performed the tasks assigned to you to a standard commensurate with Director-level status. These assignments include:</p> <ul style="list-style-type: none"><li>a. Creation of a presentation targeted at foundations and non-profits</li><li>b. Learning the ChimeOn value proposition</li><li>c. Soliciting health-related foundations and non-profits to participate in ChimeOn.</li><li>d. Reporting on your activity and progress daily</li></ul> <p>You misrepresented the status of an account, namely John Ratzenberger, as being committed to working with ChimeOn, and then later admitted he had made no commitment.</p> <p>At your own admission, you have continued to promote your company "Tammy and Friends" in direct violation of your offer letter and non-competition agreement.</p> <p>You have been dismissive of the counsel your supervisor has offered you with respect to your performance.</p> <p>You have disparaged the company and its officers to other employees, and misrepresented statements made by managers to employees in a way that has been divisive and harmful to morale.</p> <p>You of your own admission are not willing to leverage your professional contacts to the best effect for the benefit of ChimeOn.</p>	

#### Performance Improvement Plan

To remedy the preceding, you are expected to:

1. Have no further contact with any Agent or celebrity who has already committed or signed on to ChimeOn until further notice.
2. Discontinue any communication with other employees that is not directly essential to the performance of your duties.
3. Pursuant to your offer letter and non-competition agreement, discontinue any and all outside work for any other employer or company.
4. Effective immediately you will report to Warren Smith, General Manager, with duties he will define for you.

#### Outcomes and Consequences

If you do not show immediate and material improvement in your performance in accordance with the above performance improvement plan, you will be subject to further disciplinary action up to and including termination of employment.

**NOTE: The Associate may submit a rebuttal to their supervisor within 3 business days. Human Resources will retain the rebuttal in the Associate's personnel file.**

#### Employee Acknowledgment

I understand that VitalSpring is an "at-will" employer, meaning that my employment has no specified term and that the employment relationship may be terminated any time at the will of either party on notice to the other.

I also realize that VitalSpring is opting to provide me with corrective action measures, and can terminate such corrective measures at any time, solely at its own discretion, and that the use of progressive discipline will not change my at-will employment status.

I have received a copy of this notification and it has been discussed with me.

Employee Signature

Date

Supervisor's Signature

Date

Distribution of copies:

☒ Employee

☒ Supervisor

☒ HR / Personnel File

## **Exhibit C**

### **E-mails Related to Payroll**

## Sheryl Thorpe

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**From:** Raquel Paulo [Raquel.Paulo@vitalspring.com]  
**Sent:** Friday, October 28, 2011 11:16 AM  
**To:** 'Tammy Searle'  
**Cc:** 'Warren Smith'  
**Subject:** RE: PAYROLL

Tammy: Sheri, the Controller, has no ability to wire your funds online. She actually needs to walk to the bank and pay a \$30 wiring fee. She will do that when her other duties permit, since this will take up about one hour of her time.

Raquel J. Paulo, SPHR  
Human Resources Manager  
VitalSpring Technologies  
8270 Greensboro Drive, Suite 850  
McLean, Virginia, 22102  
Ph: 703-770-2884  
Cell: 571-379-6654  
Fax: 703-770-2895  
[www.vitalspring.com](http://www.vitalspring.com)

**IMPORTANT WARNING:**

This e-mail is intended for the use of the person to whom it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. Dissemination, distribution or copying of this information in an unauthorized manner is strictly prohibited. Sender accepts no liability for any damage caused by any virus transmitted by this e-mail. If you receive this in error, please notify the sender.

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**From:** Tammy Searle [mailto:tammy.searle@chimeon.com]  
**Sent:** Friday, October 28, 2011 11:16 AM  
**To:** Raquel J Paulo  
**Cc:** Warren Smith  
**Subject:** PAYROLL

Hi Raquel,

Just checking on Payroll - saw that it hadn't hit my account yet and it is nearly noon there so getting a bit concerned.  
Do you have an update?

Thanks,

Tammy

Tammy Searle  
ChimeOn  
Director of Foundation Development  
Cell 760-500-6555  
Fax 323-446-2969  
[Tammy.Searle@ChimeOn.com](mailto:Tammy.Searle@ChimeOn.com)

> Tammy  
>  
>  
> <image001.jpg>  
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>  
> Tammy Searle  
> phone 760-500-6555  
> fax 323-446-2969  
> TammySearle@aol.com  
> Tammy & Friends, LLC  
> TammyAndFriends.com  
>  
> Promotional Items | Printed Items | Website Design | SEO  
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>  
>  
> IMPORTANT WARNING:  
> This e-mail is intended for the use of the person to whom it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. Dissemination, distribution or copying of this information in an unauthorized manner is strictly prohibited. Sender accepts no liability for any damage caused by any virus transmitted by this e-mail. If you receive this in error, please notify the sender.  
>  
> On Dec 2, 2011, at 1:16 PM, Tammy Searle wrote:  
>  
>  
> Dick et al.,  
>  
> Thank you for your response. Do you know when I will receive the letter addressing the withheld payroll? I need it for filing in court on Monday morning.  
>  
> The other information that I need for the court forms is;  
>  
> 1.) What is the company name of the entity that owns ChimeOn a/k/a GoodChime?  
> 2.) What company entity and address that is responsible for payment of payroll for my position at GoodChime?  
> 3.) Person at Vitalsprings/ChimeOn/GoodChime that will represent for the court hearing in Los Angeles. (Will let you know what court date is set to hear the case.)  
> 4.) Was child support payment sent November 18 as court ordered? If so, what amount?  
> 5.) Was a child support payment sent out today as court ordered? If so, what amount?  
>  
> Part of the agreement to have my daughter returned to me is that I show stable employment - so I have to show why I am not getting paid when I am gainfully employed and producing the work.  
>  
> It doesn't sound "believable" that my wages are being withheld for no apparent reason.  
>  
> The court needs my affidavit and all of my emails to and from Vitalsprings/ChimeOn/GoodChime as proof that I have tried my best to attain my wages.  
>  
> Yet to no avail.  
>  
> Thanks,  
>  
> Tammy  
>  
> <PastedGraphic-2.tiff>  
>  
>  
>  
> Tammy Searle  
> phone 760-500-6555  
> fax 323-446-2969

> TammySearle@aol.com  
> Tammy & Friends, LLC  
> TammyAndFriends.com  
>  
> Promotional Items | Printed Items | Website Design | SEO  
>  
>  
>  
> IMPORTANT WARNING:  
> This e-mail is intended for the use of the person to whom it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. Dissemination, distribution or copying of this information in an unauthorized manner is strictly prohibited. Sender accepts no liability for any damage caused by any virus transmitted by this e-mail. If you receive this in error, please notify the sender.  
>  
> On Dec 2, 2011, at 12:31 PM, Dick Stepakof wrote:  
>  
>  
> Tammy,  
>  
> I understand the frustration you are experiencing, as I am also without these benefits. Please be assured that we are doing all we can to get the benefits restored for all employees. GoodChime employees were included in the VitalSpring Group when the new policy went into effect because their group was too small for coverage. The employee contributions are a pending reimbursable expense to VitalSpring.  
>  
> VitalSpring no longer processes the GoodChime payroll, so I am not able to address those issues.  
>  
> We hope for a speedy resolution to these issues.  
>  
> Dick Stepakof, CPA  
> Assistant Treasurer  
> VitalSpring Technologies  
> 8270 Greensboro Drive  
> Suite 850  
> McLean, Virginia 22102  
> 703-770-2823  
> email: dick.stepakof@vitalspring.com  
>  
> IMPORTANT WARNING:  
> This e-mail is intended for the use of the person to whom it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. Dissemination, distribution or copying of this information in an unauthorized manner is strictly prohibited. Sender accepts no liability for any damage caused by any virus transmitted by this e-mail. If you receive this in error, please notify the sender.  
>  
>  
>  
>  
> From: Tammy Searle [mailto:tammysearle@aol.com]  
> Sent: Friday, December 02, 2011 2:06 PM  
> To: Dick.Stepakof@vitalspring.com  
> Cc: Raquel Paulo; Warren Smith; Sheri Thorpe; Sheryl Thorpe; Sreedhar Potarazu; latrialattorney1960@gmail.com  
> Subject: Re: DENTAL BENEFITS / WITHHELD PAYROLL / PAST DUE INVOICES --  
> Tammy Searle  
>  
> Hi Mr. Stepakof,  
>  
> Thank you for the update.  
>  
> I am getting ready to add my daughter to my policy and my attorney has to let the court know what coverage I have for her, so the sooner the better.  
> MetLife told me that in order to restore the benefits, the policy had to be brought up

to date and all past due payments paid, then it can be retroactive.

> They said that the policy cancelled due to non-payment.

>

> I used to work in this industry so know that it may be easier & financially cheaper to purchase a new policy.

> My attorney confirmed that as you stand now, your legal obligation is to send out a notice to all employees to notify them that the insurance is not in effect and to refund all insurance premiums to any current and past employees for any premiums deducted for the cancelled policy.

>

> The bulk of my family and friends are various types of attorneys, D.A.'s or judges - so if you have any questions that you'd like for me to ask them, I would be happy to ask them!

>

> It may get tricky as you have employees in multiple state jurisdictions - California is very, very tough on employment and insurance laws.

>

> \*\*\*\* Any update on my payroll that is being withheld from me?

>

> We need something in writing from a VitalSprings Technologies representative as to why my pay is being withheld, the amounts that are being withheld and what date that it is to be released to me. On November 15, 2011, Sreedhar promised that the next day I would have this letter and as of date, I have not received anything in writing to file with the Family Law Court in Los Angeles.

>

> Withheld payroll is causing great issues in my life right now as VitalSprings Technologies is also withholding child support payments AND I was to purchase my daughter's airline ticket to come home to me for Christmas.

>

> We have to now tell the court that due to withheld payroll, I cannot purchase this airline ticket for my daughter. The Father is REFUSING to pay for it. My 15 year old daughter is an absolute mess, crying. It is destroying our holiday season, we are just three weeks from Christmas.

>

> Today we are already preparing my affidavit for the California Family Law court. It states that I have tried everything in my power to have my withheld payroll released to me by VitalSprings and the child support payments paid in a timely manner but that I have not been successful at getting that done.

>

> We have to show the Family Law Court that I have done everything in my power. Hence the email paper trail of my constantly asking for my payroll and past due invoices & expense reports to be paid.

>

> Approximately \$8,000 total is being withheld from me.

>

> I am a single Mom and desperately need this money.

>

> My rent was due yesterday and I need groceries and my account is overdrawn.

>

> I paid for Launch Party expenses up front and still haven't been reimbursed.

>

> We file on Monday morning. PLEASE help me with getting these problems resolved. Please Mr. Stepakof.

>

> Best regards,

>

> Tammy

>

> <PastedGraphic-2.tiff>

>

>

>

> Tammy Searle

> phone 760-500-6555

> fax 323-446-2969

> TammySearle@aol.com

> Tammy & Friends, LLC



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>  
> On Dec 2, 2011, at 8:09 AM, Dick Stepakof wrote:  
>  
>  
> Tammy,  
> We are working with MetLife to restore all dental benefits, however, that action is still pending.  
> At this point, I am unable to tell you when we will have resolution.  
>  
> Dick  
>  
> Dick Stepakof, CPA  
> Assistant Treasurer  
> VitalSpring Technologies  
> 8270 Greensboro Drive  
> Suite 850  
> McLean ,Virginia 22102  
> 703-770-2823  
> email: dick.stepakof@vitalspring.com  
>  
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>  
> From: Tammy Searle [mailto:tammysearle@aol.com]  
> Sent: Thursday, December 01, 2011 2:51 PM  
> To: Raquel.Paulo@vitalspring.com  
> Cc: Dick Stepakof; Warren Smith; Sheri Thorpe; Sheryl Thorpe  
> Subject: Re: DENTAL BENEFITS -- Tammy Searle  
>  
> Hi Dick,  
>  
> Hope that you are doing well.  
> What was the result with MetLife?  
> I would like to schedule a dentist appointment for next week.  
>  
> Thanks so much for your help,  
>  
> Tammy  
>  
> cc: Raquel  
> Sheri  
> Warren  
> no cc to Sreedhar - he requested NOT to be a part of this email string, I assume one of you is keeping him apprised of the situation at hand.  
>  
>  
> <PastedGraphic-2.tiff>  
>  
>

Tammy Searle  
phone 760-500-6555  
fax 323-446-2969  
TammySearle@aol.com  
Tammy & Friends, LLC  
TammyAndFriends.com

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On Dec 5, 2011, at 1:47 PM, Sreedhar Potarazu wrote:

> Sorry Tammy I have no update as some of our funding is tied to going  
> live  
>  
> Sreedhar Potarazu MD MBA  
> President, CEO  
> VitalSpring Technologies  
> 8270 Greensboro Drive  
> Suite 850  
> McLean ,Virginia 22102  
> 703-770-2832  
>  
>  
> IMPORTANT WARNING:  
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> notify the sender.  
>  
> From: Tammy Searle [mailto:tammysearle@aol.com]  
> Sent: Monday, December 05, 2011 4:31 PM  
> To: Tammy Searle  
> Cc: Dick.Stepakof@vitalspring.com; Raquel Paulo; Warren Smith; Sheri  
> Thorpe; Sheryl Thorpe; Sreedhar Potarazu;  
> latrinalattorney1960@gmail.com  
> Subject: Re: DENTAL BENEFITS / WITHHELD PAYROLL / PAST DUE INVOICES --  
> Tammy Searle  
>  
> Hi All,  
>  
> Any updates on my withheld payroll?  
> Rent is due and as of today I incur late fees.  
>  
> Was my child support payment sent in on time to the court on Friday or is that  
> delinquent as well?  
>  
> Thank you,  
>

Tammy Searle tammysearle@aol.com via mx.aol.com

12/12/11

to Sheryl, R, Sreedhar, Donald, anthonysearns, Melissa, warren, Dick, John, Wendy, Priscilla,  
Thelonious, Marty, Raquel.Paulo, Warren

Warren,

I don't know how many times I have to say that the Capital One, the account is closed, I told you that personally on Friday and you said that you understood and that the money would be paid to me today.

After all of that, then Sreedhar is stupid enough to tell you to write this and then Raquel is stupid enough to send this ridiculous letter that maybe it is a time difference and delay? The three hour time zone difference -- the judge will laugh outloud with that one.

I am walking out the door this very second to report the company to the CA Department of Labor for continuing to withhold my money. This letter will serve as a great example. We are well past the 24 hour period that you are to pay a "fired" employee. Again if Sreedhar wants to live in the United States, then he has to abide by all of our laws and rules, it is as simple as that.

And guess what? This is the United States, I am free to speak to WHOMEVER I like. If the representatives of Vitalsprings do not like the TRUTH that I tell, then change the truth.

Sreedhar is one of the most criminal types that I have ever had the mis-fortune to meet. What he does to fraudulently enter agreements without any intention of ever paying is absolutely disgusting. He owes everyone that he comes into contact with.

The payroll fraud alone should put him away a few years. He has a history of PURPOSELY withholding MONTHS of people's payroll to exercise a mental control on them. --

I know my rights, so this letter to intended to intimidate me didn't work - it only adds retaliation and intimidation to my claim of wrongful termination, withholding of my payroll and contract fraud with Icon, Excel and others.

Package to the IRS and FBI going out today. I'll note Rodney's info on there so they can include him in the investigation communication. I am working on a story with CNN as well.

We all know that GoodChime is a shell company with NO intention of ever launching, it was a way to launder money and trust me, these celebs with the fraudulent contracts will make that known. GoodChime has TWO celebs, not 110 like Sreedhar is lying about. TWO -- One has been guilty by a jury for sexually harassing women and the other is an olympic winner from the 80's. What lies have been told!!

I look forward to receiving the wire today.

Best regards,

Tammy

Tammy Searle

phone 760-500-6555

fax 323-446-2969

## **Exhibit D**

### **Termination E-mails**

Sreedhar Potarazu

12/8/11

to Tammy, Warren, Tammy, Raquel, latrinalattorne.

Tammy we are moving this position to Virginia . Thank you

Sreedhar Potarazu MD MBA

8270 Greensboro Drive

Suite 850

McLean ,Virginia 22102

703-770-2832

[www.goodchime.com](http://www.goodchime.com)

[www.vitalspringholdings.com](http://www.vitalspringholdings.com)

Tammy Searle

Hi Warren, Hope you are doing well. I found out today that I need a signed te...

12/9/11

Raquel J Paulo [raquel.paulo@vitalspring.com](mailto:raquel.paulo@vitalspring.com)

12/9/11

to Warren, Sheryl

She does not, Warren. unemployment is filed online. I'll call you later.

On Dec 9, 2011, at 7:06 AM, Warren Smith <[warren.smith@goodchime.com](mailto:warren.smith@goodchime.com)> wrote:



Tammy,

Further to your phone conversation of today with Sreedhar Potarazu (CEO) and Sheryl Thorpe (Controller), this is to confirm that today is your last day of employment with GoodChime.

Warren Smith  
General Manager

GoodChime - [www.goodchime.com](http://www.goodchime.com)

8270 Greensboro Drive, Suite 850, McLean, Virginia 22102

P 703,829,0371

**Raquel Paulo**

---

**From:** Raquel J. Paulo [madredeus2004@msn.com]  
**Sent:** Friday, December 09, 2011 12:00 PM  
**To:** raquel.paulo@vitalspring.com; raqueljpaulo@verizon.net  
**Subject:** FW: Termination Letter  
**Attachments:** TerminationLetter.pdf; ATT00001.htm

**From:** Warren Smith <warren.smith@goodchime.com>  
**Date:** December 8, 2011 4:25:13 PM EST  
**To:** Tammy Searle <tammysearle@aol.com>, Tammy@TammyAndFriends.com  
**Cc:** Raquel Paulo <Raquel.Paulo@vitalspring.com>  
**Subject:** Termination Letter

Enclosed.

--

**Warren Smith**  
General Manager  
GoodChime - [www.goodchime.com](http://www.goodchime.com)  
8270 Greensboro Drive, Suite 850, McLean, Virginia 22102  
P 703.829.0371



**Exhibit E**  
**Agreement and Letter**



**Via Email and US Mail**

December 12, 2011

Tammy Searle  
4607 Lakeview Canyon Road # 326  
Westlake Village, CA 91361

Re: Final Payment and Communications with Third Parties

Dear Tammy:

ChimeOn, Inc. (dba GoodChime!) has become aware that you have had certain communications with third parties regarding confidential business matters which included but may not be limited to the disclosure of Proprietary Information as described in the "Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement" you executed on September 6, 2011. Please cease and desist any such communications and refrain from making any such additional communications in the future. Moreover, ChimeOn expects strict compliance with the terms of the Proprietary Information Agreement and reserves all of its rights under that agreement as well as all other applicable laws.

ChimeOn has retained an attorney with respect to certain matters related to your departure and the communications you have had with third parties related to that departure. If you are represented by counsel, please have your counsel contact our attorney, Rodney J. Nydam, Esq., at (703) 938-0977 or via the email indicated in his cc below.

Finally, as discussed on Friday, we understand that there has also been some confusion with respect to your final payment. After conducting a review of the situation, it appears that ChimeOn instructed its payroll processor, ADP, to make the payment to the account you had previously provided. You tried change the account designation sometime late Wednesday afternoon, Eastern Time, but it was already too late since ADP had sent the payment to your other account. The money should be in the account you previously provided. According to our records, all payments to you have been paid. Perhaps some of this has to do with the time differences and the possibility that banks take a day to clear and/or post funds.

Sincerely,

Warren Smith  
General Manager

Cc: Rodney J. Nydam, Esq. [RJN@NydamLaw.com](mailto:RJN@NydamLaw.com)  
Sheryl Thorpe, Controller



**PROPRIETARY INFORMATION, INVENTIONS, NON-COMPETITION,  
AND NON-SOLICITATION AGREEMENT**

THIS PROPRIETARY INFORMATION, INVENTIONS, NON-COMPETITION, AND NON-SOLICITATION AGREEMENT ("Agreement") is made and entered as of this 6<sup>th</sup> day of September 2011, by and between ChimeOn, Inc., a Delaware corporation ("ChimeOn"), and Tammy Scarle, which agreement shall be effective as set forth in paragraph 15 ("Effective Date").

WHEREAS, Employee recognizes that ChimeOn, together with its subsidiaries and affiliates (collectively, the "Company"), is engaged in a continuous program of research, development and production respecting its business and its technologies, present and future;

WHEREAS, as part of Employee's employment by the Company, Employee is expected to make new contributions and inventions of value to the Company;

WHEREAS, Employee's employment with the Company creates a relationship of confidence and trust between Employee and the Company with respect to any information:

- (i) applicable to the business of the Company; or
- (ii) applicable to the business of any client or customer of the Company, which may be made known to Employee by the Company or by any client or customer of the Company, or learned by Employee in such context, during the period of Employee's employment; and

WHEREAS, the Company possesses and will continue to possess Proprietary Information (as hereinafter defined) that has been created, discovered or developed by, or otherwise become known to the Company (including, without limitation, information created, discovered, developed, or made known by Employee during the period of or arising out of Employee's employment by the Company) and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is or may become engaged.

NOW, THEREFORE, in consideration of Employee's employment and other good and valuable consideration, receipt of which is hereby acknowledged, and the compensation received by Employee from the Company from time to time, Employee hereby agrees as follows:

1. Definition of Proprietary Information. By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, structures, formulas, data, know-how, improvements, inventions, product concepts, techniques, marketing plans, strategies, forecasts, customer lists and information about the Company's employees and/or consultants (including, without limitation, the compensation, job responsibility and job performance of such employees and/or consultants).

Employee's Initials: \_\_\_\_\_

A handwritten signature in dark ink, appearing to be the initials "TS", written over the line for the employee's initials.

2. Ownership of Proprietary Information. All Proprietary Information shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith, including but not limited to the right to make application for statutory protection. Employee hereby assigns to the Company any rights Employee may have or acquire in such Proprietary Information. At all times, both during Employee's employment by the Company and after his or her date of termination, Employee will keep in confidence and trust all Proprietary Information, and Employee will not use or disclose any Proprietary Information or anything directly relating to it without the prior written consent of the Company, except as may be necessary in the ordinary course of performing his or her duties as an employee of the Company and only for the benefit of the Company.


3. Sole Employment. Employee agrees that during the period of his or her employment by the Company, Employee will not, without the Company's express prior written consent, engage in any employment or business other than for the Company. As used herein, the period of Employee's employment includes any time in which Employee may be retained by the Company as a director or consultant.

4. Delivery of Documents and Data. In the event of the termination of Employee's employment with the Company for any reason, Employee will deliver to the Company all documents and data of any nature pertaining to his or her work with the Company, Employee will not take with him or her or deliver to anyone else any documents or data of any description or any reproduction thereof containing or pertaining to any Proprietary Information and Employee will sign and deliver to the Company the "Termination Certification" attached hereto as Annex A.

5. Disclosure of Inventions. Employee will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know-how, and data, whether or not patentable, made or conceived or reduced to practice or learned by Employee, either alone or jointly with others, during the period of employment (whether or not during normal working hours) that are related to or useful in the actual or anticipated business of the Company, or result from tasks assigned to Employee by the Company or result from the use of equipment owned, leased, or contracted for by the Company (all said improvements, inventions, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know-how, and data shall be collectively hereinafter called "Inventions").

6. Assignment of and Assistance on Inventions.

(a) Employee hereby assigns to the Company any rights Employee may have or acquire in all Inventions and agrees that all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, copyrights and other rights in connection therewith. Employee further agrees to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights in said Inventions in any and all countries, and to that end Employee will execute all documents necessary:

- (i) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters, patents, copyrights or
- Employee's Initials: 

other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and

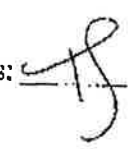
- (ii) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters, patents, copyrights or other analogous protection.

(b) In the event the Company is unable, after reasonable effort, to secure Employee's signature on any patent, copyright or other analogous protection relating to an Invention, whether because of Employee's physical or mental incapacity or for any other reason whatsoever, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and on Employee's behalf and stead, to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters, patents, copyrights or other analogous protection thereon with the same legal force and effect as if executed by Employee. Employee's obligation to assist the Company in obtaining and enforcing patents and copyrights for such Inventions in any and all countries, and to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters, patents, copyrights or other analogous protection, shall continue beyond the termination of Employee's employment, but the Company shall compensate Employee at a reasonable rate after such termination for time actually spent by Employee at the Company's request on such assistance.

(c) Employee acknowledges that all original works of authorship that are created by Employee (solely or jointly with others) within the scope of his or her employment and that are protectable by copyright are being created at the instance of the Company and are "works made for hire" as that term is defined in the United States Copyright Act (17 USCA, Section 101). If such laws are inapplicable or in the event that such works, or any part thereof, are determined by a court of competent jurisdiction not to be a work made for hire under the United States copyright laws, this Agreement shall operate as an irrevocable and unconditional assignment by Employee to the Company of all of Employee's right, title and interest (including, without limitation, all rights in and to the copyrights throughout the world, including the right to prepare derivative works and the right to all renewals and extensions) in the works in perpetuity.

7. Prior Inventions. All improvements, inventions, designs, ideas, works of authorship, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulae, processes, techniques, know-how, and data relevant to the subject matter of Employee's employment by the Company that have been made or conceived or first reduced to practice by Employee (solely or jointly with others) prior to his or her engagement by the Company shall be deemed "Inventions" for the purposes of this Agreement except as set forth on Annex B hereto.

8. No Breach of Duty. Employee represents that his or her performance of all of the terms of this Agreement and as an employee of the Company does not, and to the best of his or her knowledge and belief will not, breach any agreement or duty to keep in confidence Proprietary Information acquired by Employee in confidence or in trust prior to his or her employment by the Company. Employee has not entered into, and Employee agrees that Employee will not enter into, any agreement either written or oral in conflict herewith.

Employee's Initials: 

## 9. No Prior Employer Property.

(a) Employee understands, as part of the consideration for the offer of employment extended to him or her by the Company and of his or her employment or continued employment by the Company, that Employee may not bring and must not bring with him or her to the Company or use in the performance of his or her responsibilities at the Company any materials or documents of a former employer that are not generally available to the public, unless Employee or the Company has obtained written authorization from the former employer for their possession and use.

(b) Accordingly, Employee advises the Company that the only materials or documents of a former employer that are not generally available to the public that Employee will bring to the Company or use in his or her employment are identified on Annex B attached hereto, and as to each such item, Employee represents that Employee has obtained, prior to the effective date of his employment with the Company, written authorization for their possession and use in connection with his employment with the Company.

(c) Employee also understands that, in his or her employment with the Company, Employee may not breach any obligation of confidentiality or duty that Employee has to former employers or others, and Employee agrees that Employee shall fulfill all such obligations during Employee's employment with the Company.

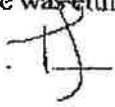
10. Non-Competition, Non-Solicitation. In consideration of the amounts to be paid to Employee by the Company and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged during the term of this Agreement and for a period of one (1) year beyond the date Employee's employment is terminated for any reason, Employee shall not directly or indirectly, for himself or herself or on behalf of or in conjunction with any other person, company, partnership, business, group, venturer, or other entity (each, a "Person");

(a) engage, directly or indirectly, as an officer, director, shareholder, owner, partner, member, joint venturer, or in any managerial capacity, whether as an employee, independent contractor, consultant or advisor (paid or unpaid), or as a sales representative, in any business selling, marketing, or providing any products or services, or engaging in the research and development for the purposes of providing any products or services in competition with the Company within the United States at the time Employee's employment terminates (the "Territory");

(b) directly or indirectly, call upon any Person who is, at that time, or who was at any time within two years prior to that time, an employee of the Company in a managerial capacity for the purpose or with the intent of enticing such employee away from or out of the employ of the Company; provided, however, that the Employee shall be permitted to call upon and hire any member of his immediate family;

(c) directly or indirectly, call upon any Person which is, at that time, or which has been, within two years prior to that time, a customer of the Company within the Territory for the purpose of soliciting or selling products or services in competition with the Company within the Territory; or

(d) directly or indirectly, call upon all prospective acquisition candidate, on the Employee's own behalf or on behalf of any competitor of the Company, which candidate was either

Employee's Initials: 

called upon by the Company or for which the Company made an acquisition analysis, for the purpose of acquiring such entity; provided, however, that nothing in this Section 10 shall be construed to preclude the Employee from making any investments in the securities of any business enterprise whether or not engaged in competition with the Company, to the extent that such securities are actively traded on a national securities exchange or in the over-the-counter market in the United States or on any foreign securities exchange; provided, further, that any such investment does not exceed 5% of the outstanding voting securities of such enterprise; and provided, further, that such permitted activity shall not relieve the Employee from any other provisions of this Agreement.

11. No Employment Agreement. Employee agrees that the Company is not by reason of this Agreement obligated to retain Employee in its employment.

12. Remedies for Breach. Employee agrees that any breach of this Agreement by Employee would cause irreparable damage to the Company and that, in the event of such breach, the Company shall have, in addition to any and all remedies of law, the right to temporary and permanent injunctive relief, including, without limitation, specific performance, and other equitable relief, without the necessity of the enforcing party proving actual damages and without regard to the adequacy of any remedy at law, to prevent or redress the violation of Employee's obligations hereunder. In addition, the Employee agrees to indemnify the Company for all costs incurred in enforcing its rights, including reasonable attorneys' fees.

13. Severability. If any provision hereof shall be declared unenforceable for any reason, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement. Further, such provision shall be reformed and construed to the extent permitted by law so that it would be valid, legal and enforceable to the maximum extent possible.

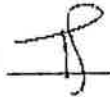
14. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by certified mail, return receipt requested, first-class postage prepaid, to the parties to this Agreement at the following addresses:

(i) if to the Company at:

ChimeOn, Inc.  
1750 Tysons Blvd. 4<sup>th</sup> Floor  
McLean, Virginia 22102

Attention: Sreedhar Potarazu, President

And

Employee's Initials: 

(ii) if to the Employee at:

**Tammy Searle**  
**4607 Lakeview Canyon Rd. #326**  
**Westlake Village, CA. 91361**

or to such other address as either party to this Agreement shall have last designated by notice to the other party. All such notices and communications shall be deemed to have been received on the earlier of the date of receipt or the third business day after the date of mailing thereof.

15. Effective Date. This Agreement shall be effective as of **September 6, 2011**.

16. Successors and Assigns. This Agreement shall be binding upon Employee, his or her heirs, executors, assigns, and administrators, shall inure to the benefit of the Company, its successors, and assigns, and shall survive the termination of Employee's employment by the Company, regardless of the manner of such termination.

17. Applicable Law. This Agreement shall in all respects be governed by, construed and enforced in accordance with the internal laws of the State of Virginia, without regard to principles of conflicts of law.

18. Venue. Employee irrevocably consents to the jurisdiction of the courts located in the State of Virginia to resolve any claim or controversy relating to this Agreement. Each proceeding shall be heard by federal or state courts located in the State of Virginia.

19. Waiver. Either Employee or the Company may by written notice to the other: (i) extend the time for the performance of any of the obligations or other actions of the other party under this Agreement; (ii) waive compliance with any of the conditions or covenants of the other party contained in this Agreement; and (iii) waive or modify performance of any of the obligations of the other party under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any preceding or succeeding breach, and no failure by either party to exercise any right or privilege hereunder shall be deemed a waiver of such party's rights or privileges hereunder or shall be deemed a waiver of such party's rights to exercise that right or privilege at any subsequent time or times hereunder.

20. Amendment. This Agreement may be terminated, amended, modified, or supplemented only by a written instrument executed by Employee and the Company.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

22. Assignment. This Agreement may not be assigned by the Employee.

Employee's Initials:





IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

Seane  
(Signature)  
Tammy Seane

Accepted and Agreed to:

ChimeOn, Inc.

By: R. H. B.

Employee's Initials: B

**Exhibit F**  
**Employee Handbook**



# **Employee Handbook**

Last Updated: 07/27/2011

**This Employee Handbook is not a contract of employment and does not guarantee employment for a particular period nor does it guarantee any specific process prior to termination.**

## **Welcome New Employee!**

On behalf of your colleagues, I welcome you to ChimeOn and wish you every success here.

We believe that each Employee contributes directly to ChimeOn's growth and success and we hope you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations of our Employees and to outline the policies, programs and benefits available to eligible Employees. Employees should familiarize themselves with the contents of the handbook as soon as possible. It should answer many questions about employment with ChimeOn.

We hope that your experience here will be challenging, enjoyable and rewarding. As always, please feel free to contact the Human Resources Manager with any questions or concerns.

Again, welcome!

Sincerely,

Sreedhar Potarazu, MD, MBA  
President & CEO

## **INTRODUCTORY STATEMENT**

No handbook can anticipate every circumstance or question about policy. As ChimeOn continues to grow, the need may arise and ChimeOn reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or ChimeOn to end our relationship for any reason at any time.

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## **EMPLOYMENT**

### **101 Nature of Employment**

Employment with ChimeOn is voluntarily entered into, and the Employee is free to resign at will at any time, with or without cause. Similarly, ChimeOn may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between ChimeOn and any of its Employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or canceled at any time, at ChimeOn sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the CEO.

### **102 Equal Employment Opportunity**

To provide equal employment and advancement opportunities to all individuals, employment decisions at ChimeOn will be based on merit, qualifications, and abilities. ChimeOn does not discriminate in employment opportunities or practices on the basis race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information, or any other characteristic protected by law.

ChimeOn will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship for ChimeOn. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any Employee with questions or concerns about any type of discrimination in the workplace are encouraged to bring these to the attention of their immediate supervisor or Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### **103 Business Ethics and Conduct**

The successful business operation and reputation of ChimeOn is built upon the principles of fair business practices and ethical conduct of our Employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of ChimeOn is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to ChimeOn, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.

## **Exhibit G**

# **E-mail Regarding Remote Employees**



**Sheryl Thorpe**

---

**From:** Sreedhar Potarazu [Sreedhar.Potarazu@vitalspring.com]  
**Sent:** Wednesday, January 11, 2012 12:55 PM  
**To:** 'Warren Smith'  
**Cc:** 'F Armstead'; Sheryl.Thorpe@vitalspringholdings.com  
**Subject:** RE:

He confirmed that but I want to make sure everyone else is going to be here all the time as well

**Sreedhar Potarazu MD MBA**  
8270 Greensboro Drive  
Suite 850  
McLean, Virginia 22102  
703-770-2832

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---

**From:** Warren Smith [mailto:warren.smith@goodchime.com]  
**Sent:** Wednesday, January 11, 2012 12:30 PM  
**To:** Sreedhar.Potarazu@vitalspring.com  
**Cc:** F Armstead; Sheryl.Thorpe@vitalspringholdings.com  
**Subject:** Re:

my understanding was that Donald would work out of the McLean office. Did he say differently?

On Wed, Jan 11, 2012 at 12:07 PM, Sreedhar Potarazu <[Sreedhar.Potarazu@vitalspring.com](mailto:Sreedhar.Potarazu@vitalspring.com)> wrote:

I think Donald is interesting but we will have to see what he can really deliver- I think its really important that we have everyone together in the office – I am really concerned that GC has become a virtual operation even here in VA and that is not good thing

**Sreedhar Potarazu MD MBA**  
8270 Greensboro Drive  
Suite 850  
McLean, Virginia 22102  
[703-770-2832](tel:703-770-2832)

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**Warren Smith**  
General Manager  
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P 703.829.0371